

GAMBLERS AND JUDGE SCORED

Poker Game Case Quickly Settled by Supreme Court.

NINE JURORS FOR WADE

COUNTY CLERK MAY INSERT NOTICES WHERE HE PLEASURES.

In deciding a suit brought to collect a gambling debt, the state supreme court, in an opinion, per curiam, handed down yesterday morning, criticized the trial judge for not insisting that both plaintiff and defendant be prosecuted for breaking the criminal law when he ascertained the nature of the debt, adding:

"It is indeed a very bold undertaking for a gambler, a violator of the law and morality, to seek the aid of a court of justice to enforce his claim, based upon his own nefarious transactions. Courts ought not to hesitate to protect society from such individuals."

Loan Made at Poker Game.

R. E. Collet brought suit at Richfield, Dec. 15, 1901, for collection of \$65 which he says he loaned Paul Bunker. Upon trial the plaintiff was given judgment. An appeal was taken to the supreme court and a new trial granted. During the second trial it was brought out that the debt consisted of \$65 worth of poker chips loaned Bunker by Collet. Judgment was entered by trial judge in favor of the defendant, "no cause of action," and for costs. Collet then appealed to the supreme court. The nature of the debt was disclosed through an affidavit. Commenting upon that fact, the supreme court says, in part:

Judge Taken to Task.

"* * * and upon becoming aware, through the affidavits relating to the newly discovered evidence, and otherwise, of charges that the suit was the result of gambling, whereby both parties were guilty of a violation of the law, it became the duty of the court to permit an amendment to the answer, setting forth the nature of the transaction, upon which the plaintiff's claim was based. The court was not only justified in allowing the amendment, but, when the allegations in the amended answer were shown to be true, it ought to have directed the enforcement of the criminal laws, as to all of the offenders, in addition to the judgment it rendered at the second trial."

The per curiam concludes with the scathing rebuke upon the gamblers for seeking the debt into court.

NINE JURORS TO TRY WADE.

Chinamen Take Unusual Interest in the Murder Case.

Judge Charles W. Morse's division of the district court recently resembled the adjutant of Plum alley yesterday during the progress of the preliminary proceedings attendant upon the trial of James H. Wade for the shooting and killing of Lee You, a Chinaman, at Alta some months ago. Throughout the day the room was well filled with natives of the Flowery Kingdom, who outnumbered the Caucasians. The former were personal friends of the deceased and have taken an unusual interest in the prosecution of a white man for the killing of their countrymen.

Although the proceedings were uninteresting to most of the almond-eyed spectators, there were several present who could understand English and appreciated what was transpiring in the attempt to secure a jury. With eyes fixed on the jury box, who could not understand fully what was going on, sat patiently through the monotonous examination of witnesses. When a recess of a few minutes would be taken, there would be a general exodus of Chinamen into the corridor on the fourth floor of the city and county building.

During the recess a Chinaman who understood the proceedings would explain them to their fellow countrymen who were ignorant of American law practices. The chatter of their tongues but added to the usual din of court recess scenes. Sometimes interpreters would adjourn to the corridor long enough to smoke a pipeful of tobacco, and during the smoking would be surrounded by fellow countrymen who were anxious to learn of the progress of the case. When the pipe had been smoked and all explanations made that could be, the Chinamen would file one behind the other back into the court room and take their former seats.

When court took a recess at 5 o'clock until 10 o'clock this morning nine jurors had been sworn to try the case. They were W. H. Atwood, Richard L. Shannon, John J. Toronto, Ralph R. Sharkey, William Quick, George C. Tripp, David Cameron, Joseph S. Drake and Carl A. Ek.

The regular and a special venire have already been exhausted and a second special venire was drawn by Judge Morse for appearance in court this morning at 10 o'clock.

COUNTY CLERK TO DECIDE.

Court Holds He May Insert Notices Where He Pleases.

In sustaining the demurrer entered by the defendant in the petition for a writ of mandamus in the case of the Truth Publishing company against County Clerk John James, Judge William C. Hall yesterday held, in substance, that a county clerk has the right to order the notice and return of the publication where the same shall appear. In the decision the case is dismissed, the petition for the writ being denied.

Herbina

Will overcome indigestion and dyspepsia; regulate the bowels and cure liver and kidney complaints. It is the best blood purifier and invigorator in the world. It is purely vegetable, perfectly harmless, and should you be a sufferer from disease, you will use it if you are wise.

R. N. Andrews, editor and manager, Cocoa and Rockledge News, Cocoa, Fla., writes: "I have used your Herbina in my family, and find it a most excellent medicine. Its effects upon myself have been a marked benefit. I recommend it unhesitatingly." 25c. Sold by Z. C. M. I. drug department.

ST. LOUIS EXCURSIONS

Via Oregon Short Line.

Tuesdays and Fridays of each week. Round trip from Salt Lake only \$42.50. Tickets good for sixty days. Transit limit ten days in each direction. Stopovers allowed. Shortest, fastest line. See other Short Line advertisements in this issue for further particulars.

KOLITZ POPULAR EXCURSION

To Ogden Via D. & R. G., May 8.

Fare \$1.00 for the round trip. Special train leaves Salt Lake 9:30 a. m. Returning, leaves Ogden 9 p. m. A nice outing for everybody. Refreshments served free on the train.

Goodwin & Van Pelt, lawyers, have moved their offices from the McCormick block to the Commercial block, second floor.

Keep your eye on Castille.

UNIQUE EXHIBIT FOR ST. LOUIS

Lincoln School Pupils Send One to Christensen.

SHOWS STATE'S RESOURCES

REMARKABLE WORK IS DONE BY CHILDREN.

The pupils of the Lincoln school have prepared an exhibit for the St. Louis fair, to be placed in the space allotted to Utah, which it is believed will attract widespread attention. This is not only because of the character of the exhibit, but because of its unique features, and further because it was made by children, with little or no assistance from teachers or Principal J. H. Coombs.

The exhibit consists of five large pieces of card board, upon which have been placed in artistic array samples of Utah's products, and commodities used in large quantities which have been imported. The value of the latter phase of the exhibit lies not in the character of the display so much as in the manner in which the exhibit is prepared.

The representation of the silk industry consists of ten articles, securely fastened to one of the five boards. They represent the different stages of the industry in Utah, including mulberry leaves, upon which the silk worms thrive; Japanese and French cocoons. The latter are in a cluster, upon a branch of a mulberry tree, the cocoons being covered with the silk miller.

Near the cluster, fastened to a piece of silk cloth made in Utah, are a number of silk worms, in the first stage.

Work in Silk by Children.

At the top of the board is a skein of fleecing, the golden yellow on the gray back, making it attractive. Then come

quills or bobbins, wound with silk, silk fish line and hook, made by the children; a long spoon of native silk, and last of all a China doll, gaily dressed in Utah silk, the garment trimmed with silk lace. The doll is dressed by the girls of the school. The fleecing of silk has as a background a pure white silk handkerchief, made in this city, in which is woven a picture of the temple.

Another card represents the wheat industry. First comes a spray of bearded wheat, tied together with a strip of bolting cloth, through which flour is sifted. The wheat was gathered by the children last fall. In a bottle is a quantity of thrashed wheat, separated by the pupils. In another shows some bran, then comes buckwheat, and finally a bottle of fine flour, all the handwork of the little ones.

Below the bottles is a miniature sack, made by the children, filled with flour which they ground, sifted and packed. The sack bears the label:

"Lincoln Flour Mill," printed in red letters by the boys who have an inclination for that particular trade.

Culinary Exhibit by School.

The culinary department of the school is shown by a roll, made in the school room by the girls from the flour manufactured by the boys, and then taken home and baked. There are two photographs of the little girls who made and baked the bread, as they appeared in the school room during the process of the mixing of the dough.

Here and there, pasted on the card, are pictures of wheat scenes in the state.

The daily products are shown by half-tone pictures of dairies, cows and a woman churning, besides bottles containing milk, butter, glue from the hoof of a cow, plaster containing hair from a Utah steer, and a piece of hide with the hair on which was tanned in this city.

The fourth and fifth cards pertain to silk and China. They are covered with articles pertaining to that beverage and peculiar things made by the Chinese, which have been collected by the Lincoln school children, and a piece of silk.

Principal Coombs said yesterday that the sack of flour was made by the pupils of the 4-B grade.

The collectors of "BAD DEBTS" have moved to rooms 207-210 new Atlas block. Call phone 2925-X and we will come and get your accounts.

OREGON LAND GRABBERS PLEAD GUILTY AND RECEIVE SENTENCE

Portland, Ore., May 5.—The cases of Charles Cunningham, the eastern Oregon "sheep king," Glen H. Salting, Shelley Jones and Dallas O'Hara, charged with conspiracy to defraud the United States government of public lands, were brought to an abrupt and unexpected conclusion by pleas of guilty being made when they were arraigned in the United States district court here this morning.

Mark Shackelford was the only one to plead not guilty and his trial was continued this afternoon.

Kate James was discharged for want of probable cause.

Cunningham, as the ringleader, was immediately sentenced to pay a fine of \$5,000. The others being considered only tools of Cunningham, were let off with a fine of \$100 in each case. None was sentenced to a term of imprisonment.

These convictions are the direct outgrowth of the trial of Asa Thomson, receiver of the La Grande, Ore., land office last fall. During his trial the defendants in the present case, who were witnesses in the Thomson case, made admissions while on the stand which placed Inspector A. R. Greene of the interior department in possession of the evidence to convict. A few weeks subsequent to the Thomson trial Cunningham and the others were arrested. It was supposed from the start that they would fight conviction to the bitter end, and all the prospects were favorable for a long-drawn-out legal battle even if conviction was eventually obtained, of which there was considerable doubt owing to the result of the Thomson case.

RUSSIA AND JAPAN ARRANGING FOR LOANS TO PROSECUTE THE WAR

Paris, May 5.—Parties connected with the negotiations for the Russian loan give the following statement:

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ARGUMENT IN THE MOYER CASE

Widespread Interest Among Lawyers and Judges.

NO COURT AT TELLURIDE

MILITARY RULE PREVENTS THE OPERATION OF LAW.

Denver, May 5.—Arguments on the writ of habeas corpus issued on behalf of Charles H. Moyer, president of the Western Federation of Miners, who has been deprived of his freedom since March 20 by the order of Governor Peabody and is now held as a military prisoner at Telluride, which is under martial law, were heard by the state supreme court today. The case has awakened widespread interest and many lawyers and judges of minor courts from all parts of the state assembled in the supreme court room to hear the speeches of Attorney General N. C. Miller and John M. Waldron, for the state, and of E. F. Richardson for Moyer. Two full days will be consumed in argument, five hours to each side.

The question at issue is whether the governor of the state has authority to establish military rule for the purpose of suppressing a strike, termed "a state of insurrection and rebellion," due to acts of strikers, in his proclamation declaring martial law in Telluride, San Miguel and Las Animas counties. Governor Peabody denies the jurisdiction of the court in the case of Moyer and claims the right to suspend the writ of habeas corpus, and to arrest and hold as military prisoners any persons whom he deems guilty of inciting "insurrection."

Telluride, Colo., May 5.—Judge Theon Stevens today ordered the jurors summoned for the term of the district court in this city to be discharged.

METHODIST CONFERENCE.

Various Committees Appointed and Officers Chosen.

Los Angeles, Cal., May 2.—The Methodist general conference held two sessions today, the morning session being devoted to the reading of the quadrennial address of the board of bishops of the Methodist Episcopal church to the general conference, and the afternoon session to the reading of memorials from the various annual conferences. The morning session was presided over by Bishop Henry W. Warren, and the afternoon session by Bishop J. W. Walden. The various committees got together during their morning session and elected their respective chairmen and secretaries, but as there was no business before them, adjournment was taken until tomorrow. Beginning tomorrow the general conference will hold